

TERMS AND CONDITIONS

Welcome to the Office of Lottery and Gaming ("DC Lottery") website ("Site"). We are pleased that you decided to visit our Site.

PLEASE REVIEW THE TERMS AND CONDITIONS OF USE CAREFULLY AND IN ITS ENTIRETY BEFORE USING THIS SITE. YOUR ACCESS TO AND USE OF DC LOTTERY'S SITE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, AS WELL AS ALL APPLICABLE LAW AND REGULATIONS. YOUR ACCESS TO THE SITE IS IN CONSIDERATION FOR YOUR AGREEMENT TO THESE TERMS AND CONDITIONS OF USE, WHETHER OR NOT YOU ARE A REGISTERED USER. BY ACCESSING, BROWSING, AND USING THE SITE, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS AND CONDITIONS OF USE. ALL DEFINED TERMS APPEAR IN THE GLOSSARY AT THE END OF THE TERMS AND CONDITIONS OF USE.

There are sections of DC Lottery's website that may connect you to other sites outside of the control of DC Lottery. These terms and conditions apply only to those areas that are registered under DC Lottery's name. Please refer to the Terms of Use for those sites outside of DC Lottery's control.

Modification of the Agreement

DC Lottery reserves the right to modify these Terms and Conditions of Use at any time without notice. Without limiting the foregoing, we will usually post a notice of such modifications on this page and/or the home page of the Site. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued use of the Site following the posting of any modification signifies your acceptance of such modification. Please always reread the Terms and Conditions of Use if you see such a notice. You should periodically visit this page to review the current Terms and Conditions of Use.

Conduct

You agree to access and use the Site only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site. By accessing the Site, you agree that you will not:

- i. Use the Site to commit a criminal offense or to encourage others to conduct that which would constitute a criminal offense or give rise to a civil liability;
- ii. Post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
- iii. Use the Site to impersonate other parties or entities;
- iv. Use the Site to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Site or the hardware or software of any other person who accesses the Site;
- v. Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
- vi. Alter, damage, or delete any content posted on the site;

- vii. Disrupt the normal flow of communication in any way;
- viii. Claim a relationship with or speak for any business, association, or other organization for which you are not authorized to claim such a relationship;
- ix. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
- x. Post any material that infringes or violates the intellectual property rights of another; or
- xi. Collect or store personal information about others.

Registration

Certain portions of the Site may be limited to registered users and/or allow a user to request support or services online by entering personal information. You agree that any information provided to us in these areas will be complete and accurate, that you will not register under the name of, nor attempt to enter the Site under the name of, another person, and that you will not adopt a user name that DC Lottery, in its sole discretion, deems offensive. Also, you must be at least 18 years old to become a registered user or to request support or services online. If you are not of sufficient age, you will be removed from the registered area(s) and/or denied support or services.

Termination of Use

DC Lottery may, in its sole discretion, terminate or suspend your access and use of this Site without notice and for any reason, including for violation of these Terms and Conditions of Use or for other conduct which DC Lottery, in its sole discretion, believes is unlawful or harmful to others. In the event of termination, you are no longer authorized to access the Site, and DC Lottery will use whatever means possible to enforce this termination.

Links to Other Sites

Some links on the Site may lead to websites that are not operated by DC Lottery. DC Lottery does not control these websites nor do we review or control their content. DC Lottery provides these links to users for convenience. These links are not an endorsement of products, services, or information, and do not imply an association between DC Lottery and the operators of the linked website.

Policy on Spamming

You specifically agree that you will not utilize email addresses obtained through using DC Lottery's website to transmit the same or substantially similar unsolicited message to recipients, unless it is required for legitimate business purposes. DC Lottery, in its sole and exclusive discretion, will determine violations of the limitations on email usage set forth in these Terms and Conditions of Use.

Content

Your use of the content of the Site is for informational purposes only. You may not copy, download or use the content of this Site in any other manner whatsoever without our prior written permission. DC Lottery has the right to monitor the content that you provide, but shall not be obligated to do so. Although DC Lottery cannot monitor all postings on the Site, we reserve the right (but assume no obligation) to delete, move, or edit any postings that come to

our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. United States and foreign copyright and trademark laws, treaties and international conventions protect the contents of the Site. Any unauthorized or unapproved use of any of the content of or copyrights or trademarks shown in this Site constitutes copyright and/or trademark infringement and subjects you to all civil and criminal penalties provided for under domestic and international copyright and/or trademark laws, treaties and conventions. You agree to abide by all copyright and trademark notices.

Intellectual Property Ownership

You agree that DC Lottery and the Government of the District of Columbia own all worldwide rights, titles and interests in and to this Site and the content set forth herein. You acknowledge and agree that this Site and the content therein including, without limitation, the images of various lottery games and services, are copyrighted and are subject to protection under domestic and international copyright laws and treaties as well as other laws relating to intellectual property rights. All names, brands and marks are used for identification purposes only and may be trademarks or registered trademarks of the Office of Lottery and Gaming and/or their respective owners, including without limitation, the Multi-State Lottery Association. You may not use these trademarks without our prior, express written permission. All rights not expressly granted in the Terms and Conditions of Use are reserved to us. No other rights or licenses, whether express, implied, arising by estoppel, or otherwise are conveyed or intended by DC Lottery.

Geographic Limitations

IMPORTANT NOTE TO USERS OUTSIDE OF THE DISTRICT OF COLUMBIA

You may review this Site to determine the nature and extent of lottery games and services offered by DC Lottery. The lottery games offered by DC Lottery are sold only within the District of Columbia. Information contained in this Site and as set forth herein is for convenience and information only, and shall not be construed as the sale of any lottery games by DC Lottery outside of the geographical boundaries of the District of Columbia.

Indemnity

You agree to defend, indemnify, and hold harmless DC Lottery, the Government of the District of Columbia and their officers, employees, agents, representatives, contractors, successors and assigns from any and all liabilities and costs incurred by Indemnified Parties in connection with any claim arising from any breach by you of these Terms and Conditions of Use, including reasonable attorneys' fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. DC Lottery reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You in turn shall not settle any matter without the written consent of DC Lottery.

Disclaimer of Warranty

You expressly understand and agree that your use of the Site, or any material available through this Site or by links to other websites, is at your own risk. Neither DC Lottery, the Government of the District of Columbia nor their officers, employees, agents, representatives, contractors, successors and assigns warrant that the Site will be uninterrupted, problem-free, free of omissions, error-free, or that our Site is free from viruses, unauthorized code, or other harmful components; nor do they make any warranty as to the results that may be obtained from the use of the Site. The content and function of the Site are provided to you "as is," without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or "currentness," non-infringement, or warranties by virtue of course of dealing or custom of trade.

Limitation of Liability

In no event will DC Lottery, the Government of the District of Columbia and their officers, employees, agents, representatives, contractors, successors and assigns be liable for any direct, compensatory, incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use the Site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any and all other damages.

If, notwithstanding the other terms within the Terms and Conditions (or any other agreement between you and DC Lottery), we should have any liability to you for any loss, harm or damage, you and we agree that such liability shall under no circumstances exceed \$100.00. You and we agree that the foregoing limitation of liability is an agreed allocation of risk between you and us.

Additional Terms

Choice of Law. This Terms and Conditions of Use shall be governed by, construed and enforced in accordance with the laws of the District of Columbia, without giving effect to any principles of conflicts of law. In rendering an award pursuant to an arbitration action, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the District of Columbia. The laws of the District of Columbia shall apply to all uses of the website, its data and this system. By use of the website and any data contained therein, you agree that your use shall conform to all applicable law and regulations and you shall not violate the rights of any third parties. Courts located within the District of Columbia shall have jurisdiction over all matters related to this Terms and Conditions of Use.

Waiver. The waiver by us of a breach of any provision of the Terms and Conditions of Use shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind.

Assignment. We may freely assign our rights under the Terms and Conditions of Use. However, you may not assign your rights without prior written permission, which may be refused in our sole discretion. Any attempt by you to assign your rights without our permission shall be void.

Severability. If any provision of the Terms and Conditions of Use shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

Glossary

As used in the Terms and Conditions of Use, the following words shall have the following meanings:

“Content” refers to the photographs, illustrations, images, text, audio and software that are contained on or made available to you through this Site.

“Office of Lottery and Gaming” and “DC Lottery” refers to Office of Lottery and Gaming Government of the District of Columbia and their officers, employees, agents, representatives, contractors, and successors.

“Site” refers to this website, its data and system.

“We” “us” and “our” refer to the Office of Lottery and Gaming, Government of the District of Columbia, and their officers, employees, agents, representatives, contractors, successors and any other parent, subsidiary and related agencies. When any of these terms are used in relationship to Content, they also include the persons or entities that license or supply such Content to us.

“You” and “your” refer to the user that uses this Site and the user’s employer or principal if the user’s use of this Site is on behalf of such employer or principal.

Website Privacy and Security Policy

The Office of Lottery and Gaming ("DC Lottery") is committed to protecting the rights of all our visitors. We recognize our obligation to keep sensitive information secure and have created this privacy statement to share our information-gathering and dissemination practices for this website.

Collection and Use of Online Information

Our web server automatically collects your IP address when you visit our site. (Your IP address is your computer's unique address that lets other computers attached to the Internet know where to send data, but does not identify you individually.) We use your IP address to help diagnose problems with our server and to compile statistics on site usage. We do not make your IP address available to anyone outside the DC Lottery.

To provide better service and a more effective website, sections of this site may use "cookies" as part of our interaction with your browser. A cookie is a small text file (typically only a few bytes) that we place on your hard drive to allow our server to identify your computer. Our cookies will not attempt to read any information on your hard drive, and we do not combine information collected through cookies with other personal information to determine your identity or your email address.

When you visit certain areas of this site, you may be asked to provide personally identifiable information (such as name, address, telephone number, email address, etc.) that we need to process your request. In the event that you decline to provide such information, you limit our ability to serve you. Still, we invite you to continue to visit the site and take advantage of the wealth of information it offers.

The DC Lottery may occasionally survey website users for their voluntary opinions on games or other matters of interest to lottery players, as well as for marketing and/or statistical analysis.

Secure Transmissions

Please be assured that this site has security measures in place to protect the information you provide us. We encrypt information that is deemed sensitive or data that must remain secure to meet legal requirements.

Protection of Personal Information

Your personal information is available only to DC Lottery employees who have a need to know it. It will not be available for public inspection without your consent. However, we may collect or disclose personal information if the collection or disclosure is: (1) necessary to perform the legal duties of the DC Lottery; (2) authorized by the District of Columbia Freedom of Information Act or other District of Columbia or federal statute or regulation; (3) made pursuant to a subpoena, court order or by law, (4) for the purposes of validating the identity of the user, or (5) used solely for statistical purposes in a form that can not be used to identify any particular person. Also, no site user information will be shared, sold, or transferred to any third party without your prior consent. Access is given only to those qualified professionals who provide DC Lottery services consistent with your interactions with our site.

Right to Inspect, Amend, or Correct Personal Records

Every site user who provides us with personal information has the right to inspect, amend, or correct his or her own personal information. You may ask to inspect your personal information by sending an [email to us](#).

Other Sites

DC Lottery's privacy policy extends to DC Lottery's websites only. If you link to another entity's website through the www.dclottery.com website, you should read that entity's privacy and security policy to determine its website practices.

Should you have any questions or concerns regarding this policy, please [contact us](#).